In the
Supreme Court of the United States

OCTOBER TERM, 1976

NO. 76-1352

CHERYL A. MEYERS,
Petitioner

versus

CHRYSLER CREDIT CORPORATION AND
CLEARVIEW DODGE SALES, INC.,
Respondents

CONDITIONAL CROSS PETITION FOR WRIT OF CERTIORARI AND BRIEF IN OPPOSITION TO THE WRIT OF CERTIORARI OF CHRYSLER CREDIT CORPORATION, TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

Patrick D. Breeden
Russell & DeRussy
1120 Hibernia Bank Building
New Orleans, Louisiana 70112

Attorney for Petitioner,
Cheryl A. Meyers

A B Letter Service, Inc., 327 Chartres St., New Orleans, La. (504) 581-3585

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To the United States Court of Appeals for the Fifth Circuit

The petitioner, Cheryl A. Meyers out of an excess of caution respectfully prays that a conditional cross Writ of Certiorari issue only in the event that this court should grant the petition for a Writ of Certiorari by Chrysler Credit No. 76-1257 to review the judgment and opinion of the United States Circuit Court for the Fifth Circuit entered in this proceeding on September 27, 1976.

I. OPINION BELOW

Petitioner Meyers adopts by reference the statement contained in Chrysler Credit's Petition.

II. JURISDICTIONAL STATEMENT

Petitioner Meyers adopts by reference the statement contained in Chrysler Credit Petition and notes to the courts special attention that Chrysler Credit Petition for rehearing was denied and entered on January 3, 1977.

III. QUESTIONS PRESENTED FOR REVIEW

1). Is there a conflict between the 3rd. Circuit and 5th. Circuit relative to the issue of whether an automobile dealer is the credit arranger and Chrysler Credit is the Credit Extender and that both are truly "creditors" under the Act and Regulations?

2). Is there a factual difference between the *Meyers*, *Joseph*, *Mirabal*, and *Hinkle* cases and the *Manning* case justifying the holding that since there was a joint disclosure there should be joint liability for the "credit extenders" and "credit arrangers"?

3). Did the lower court error in holding that there must be a disclosure of the license, certificate of title and registration fee per 12 CFR 226.4b4 and/or documentary fee per 12 CFR 226.8c4?

4). Was the court below correct in not requiring the itemization of the "finder fee" of $271.60 which was paid back or credited back to Clearview by Chrysler Credit since it was a portion of the finance charge of $791.60 per 12 CFR 226.8(c)(8)(i) which requires a description of each amount included in the finance charge?

5). Was the court below correct in not requiring itemization of the finance charge whether it contained one or more elements?

6). Was the court below correct in not requiring the disclosure of the extra charge which Cheryl Meyers would have to pay if she was one day late in paying any installment and if the creditor accelerated all payments?

7). Was the Court below correct in not requiring the disclosure of the "Confession of Judgment" per 12 CFR 226.202 as a security interest?

8). Whether the Court should give prospective affect to its decision if it accepts the writ of Chrysler Credit?

IV. STATUTES AND REGULATIONS

Petitioner Meyers adopts by reference the statement contained in Chrysler Credit Petition except that this case is based upon 15 USCA 1640(a) and not 15 USCA 1641 as Chrysler Credit suggests. This section states:

> 1640(a) Except as otherwise provided in this section, *any creditor* who fails to comply with the requirements imposed under this Chapter or Chapter 4 of this title with respect to my person is liable to such person in an amount equal to the sum of . . . . .
>
> (Emphasis added)

V. STATEMENT OF THE CASE

On June 22, 1972 Clearview took a credit application from Cheryl A. Meyers and Clearview called this in to Chrysler Credit. The credit is noted as approved on June 23, 1972, on this document (See Appendix I call in statement this petition)

Cheryl A. Meyers on June 23, 1972 signed a retail buyer order to purchase a 1972 Dodge from Clearview. This document has the statement in it "Chry. Cr. ok 6/23/72". This document states a 15.00 charge for "tag title and Fees" and a $25.00 charge for "Documentary Service fee". The cash price is stated to be $3,295.00. The sales tax is stated to be $199.20 . The total of these is stated to be $3,420.20. The balance to be financed is stated to be $3,134.00. See Appendix II, Buyer's Order this petition.

On June 26, 1972, Clearview prepared and dated its invoice No. 4711 which shows that a $400.20 downpayment was made and it also shows the "finder fee" of $271.60 under the caption "Due from Fin. Instit.–Current." and under the caption "Finance and Ins. Income –New". See Appendix III Invoice this petition.

Clearview also provided to Chrysler Credit a blanket power of attorney "to facilitate such financing." This was dated April 13, 1971. (See Corporate Form Signature Authorization Appendix IV this petition).

Clearview also signed with Chrysler a Vehicle Financing and Repurchase Plan. It is dated March 9, 1971. See Appendix V this petition.

Clearview also signed an agreement with Chrysler Credit called a Reserve Agreement. This document is dated September 27, 1971. It shows the finance charge rate Chrysler demands for a particular transaction under "net retention" and it also shows the rate the consumer is charged under "Customer Rate." See appendix VI this petition.

The application for certificate of Title and passenger car registration is dated June 26, 1972. It shows that the vehicle was mortgaged to Chrysler Credit Corporation. The printed form states:

> "Title $3.50 Lic. Trans. $2.00" The typed figure for these charges are $3.50 for title, $2.00 for lic. trans.

There is an additional charge of $1.00 made for recording this chattel mortgage -- federal disclosure. See appendix VII this petition.

The Account History which shows the amount of the finder fee to be $271.60. See appendix VIII.

The Federal Disclosure Statement given to Meyers states that it was executed on June 26, 1972, which was approximately four days after Meyers initial visit to Clearview where she provided to Clearview the credit application. This document also states: "Accepted seller and assigned to Chrysler Credit Corporation" so evidently the assignment was on June 26, 1972.

The Federal Disclosure Statement also states that the Cash Price is $3,520.20, which is the same as the total cash

delivery price stated on the Buyers order and the invoice. The finance charges is disclosed to be $791.16. There is no disclosure of the finder fee of $271.60, License, Certificate of Title and Registration fee; documentary fee. There is no disclosure that Chrysler Credit was the credit extender. There is no disclosure of the element or elements of the finance charge, the security interest of the confession of judgment or the extra charge upon acceleration of the payments.

Cheryl A. Meyers filed her complaint under the Federal Consumer Credit Protection Act P.L. 90-321 (1968), 82 Stat. 146 as amended by P.L. 93-495, 88 Stat. 1500 (1974) 15 U.S.C.A. 1601 et seq. and Regulation Z of the Federal Reserve Board 12 CFR 226.1 et seq.

VI. REASONS FOR DENYING THE WRIT

1) THERE IS NO CONFLICT BETWEEN THE 3RD CIRCUIT DECISION IN *MANNING* AND THE 5TH CIRCUIT DECISION IN *MEYERS*, IN THAT BOTH HELD THAT THE AUTOMOBILE DEALER WAS A CREDIT ARRANGER, AND THAT THE FINANCIAL INSTITUTION WAS THE CREDIT EXTENDER, AND THAT EACH WERE CREDITORS UNDER THE ACT AND REGULATION.

Chrysler Credit would like this Court to believe that there is a split in the circuits relating to the issue of "credit extender" and "credit arranger". The *Manning* court did not hold that Princeton Consumer Discount Company, Inc., was a subsequent assignee. It specifically held that Springfield Dodge, Inc., was a credit arranger. The Court stated:

> If the seller either accepts a fee or participates in the preparation of contract documents for extension of credit with knowledge of its terms, then he arranges credit. See *Starks v. Orleans Motors, Inc.*, 373 F.S. 928 (ED La. 1974) aff'd 500 $F._2$ 1182 (5 Cir. 1974) (Chrysler Petition, pg. A-74).

In the *Meyers* case the court stated:

> There is little doubt that in this transaction "credit", ... was extended by Chrysler Credit Corp. and arranged for by Clearview. (See *Joseph v. Norman's Health Club, Inc.* 532 F_2 86 (8 Cir. 1976); *Starks v. Orleans Motors, Inc.* 372 F.S. 928 (FD^2LA) (Chrysler Petition,pg. A-11)

In fact, one can see that both courts arrived at their conclusions that the financial institution was the credit extender and not the subsequent assignee as Chrysler Credit is trying to say per the authority of the same prior to decision *Starks*, supra. The *Manning* court also went on to hold that:

> Since this was a credit sale, both Springfield and Princeton are creditors under the terms of the Act. (See pg. A-74 Chrysler Credit Petition).

Due to this fact, Meyers respectfully suggests, that these two cases do not need to be harmonized by what Chrysler Credit says is the "proper means" at page 11 of its petition, since it is quite evident that they are not in conflict.

The Truth in Lending Act states in 15 U.S.C.A. 1640 (a):

> (a) Except as otherwise provided in this section, *any creditor* who fails to comply with any requirements imposed under this chapter or chapter 4 of this title with respect to my person is liable to such person in an amount equal to the sum of: (emphasis added).

Both the *Manning* Court and the *Meyers* Court held the financial institution to be a creditor, per the above-referred to statement.

On Page 14 of Chrysler Credit's Petition it states that Judge Sear refused to follow the Fifth Circuit Court of Appeals characterization of Chrysler Credit as an "original creditor" and instead, applied 15 U.S.C.A. 1641. Meyers respectfully suggested that this is not correct per the supplemental opinion that Judge Sear wrote in *Williams v. Bill Watson Ford, Inc.* On page A-102 of Chrysler Credit's petition Judge Sear states:

> In view of *Meyers*, there is no longer any doubt that Ford Motor Credit was indeed a creditor.

So it is quite evident from the above that Judge Sear held that Ford Credit was the original creditor and not the subsequent assignee.

All of the Circuit court opinions have held that the automobile dealer or the health spa was the credit arranger and the finance company was the credit extender. See *Joseph v. Norman Health Club* 532 F_2 86 (8 Cir. 1976); *Hinkle v. Rock Spring National Bank* (10 Cir 1976) 538 F_2 295: The seventh circuit has stated the same conclusion as was reached in *Manning* supra and in *Meyers* supra that the auto-

mobile dealer was the "credit arranger" and that General Motors Acceptance Corporation was the "credit extender" and that each were "creditors" under the act and regulation. See *Mirabal v. GMAC et al.*, (7 Cir. 1976) 537 $F_2$871, 881. The Court held that since the creditors had acted jointly, that they were liable jointly. The court also pointed out in footnote # 1 the following:

> . . .under the technical meaning of the act, the dealer "arranged for the extension of credit" and GMAC extended the credit to the Mirabals. See 15 U.S.C.A. 1602(f) explains at 12 CFR 226.2(f) (Now 12 CFR 226.2(h)).
>
> See *Mirabal* supra at 874

So it is quite evident that all of these circuits agree that the automobile dealer is the "credit arranger" and the automobile manufacturer's finance company is the "credit extender". So if the Fifth Circuit in *Meyers* supra had agreed with what Chrysler Credit is trying to maintain; that it is a subsequent assignee, then truly there would be a conflict between the circuits.

It is therefore apparent from these decisions that if there is this close relationship between the automobile dealer and the finance company subsidiary of the automobile manufacturer that the dealer represents, there is clearly a credit arranger–credit extender relationship. This is especially the case if the disclosure statement that was used was provided by Chrysler Credit, the application for credit was checked out by Chrysler Credit, the Credit extension was approved by Chrysler Credit per a preexisting business agreement or relationship before the papers were prepared and the disclosure statement was filed in with the credit terms previously arranged with Chrysler Credit, who

also gave a "finder fee" to Clearview for bringing the business to Chrysler Credit. (See Appendix I, call in statement on Chrysler Credit form; II, Retail Buyer order showing credit approved by Chrysler Credit on June 23, 1972, which was three days before the disclosure statement was prepared III, Invoice which shows the amount of the finder fee to be $271.60, IV, Chrysler Credit; Corporate Form Signature authorization; V, Chrysler Credit Vehicle Financing and Repurchase Plan; VI, Chrysler Credit Reserve Agreement, which shows the finder fee which is the difference between "net retention" or amount Chrysler Credit wants and the Customer Rate; VIII, Account History which shows the actual amount of the finder fee to be $271.60, which amounts to almost 1/3 of the total finance charge.

Due to the facts of the *Meyers* case, it is clear that the Fifth Circuit was correct in holding that Clearview was the "credit arranger" and Chrysler Credit was the "credit extender" and due to this, each is a creditor under the Act and Regulation, as those terms are defined in the Act and Regulation. Since they acted jointly in extending the credit, and acted jointly in making the disclosure on a form provided by Chrysler Credit, they are jointly liable under the provisions of 15 U.S.C.A. 1640(a).

2) THE PROPER MEANS OF HARMONIZING THE *MEYERS* CASE, *JOSEPH* CASE, *MIRABAL* CASE AND THE *HINKLE* CASE WITH THE *MANNING* CASE IS TO REALIZE THAT THE PRIOR FOUR ARE FACTUALLY DIFFERENT FROM THE *MANNING* CASE AND NOT BY A CHARACTERIZATION OF CHRYSLER CREDIT AS A SUBSEQUENT ASSIGNEE.

In all Three cases that agree with *Meyers*, each has com-

mon facts in that in each case, the seller-credit arranger prepared the joint disclosure, each credit extender had an ongoing business relationship or agreement with the credit arranger, and/or the credit arranger used the disclosure forms provided by the credit extender. As pointed out in *Joseph*, supra:

> We find as have all but one court of the courts faced with similar facts, that where the third party financer becomes intimately involved in the relevant credit transaction it may be liable as an extender of credit (footnote 8 omitted which contains a list of cases agreeing with this proposition). When a finance company becomes an integral part of a sellers' financing program, the finance company must bear full responsibility for all disclosures required under the Truth in Lending Act.
>
> *Joseph*, supra at 91-92

Now only in the *Manning* case do we find an obvious factual distinction in that in *Manning* the credit arranger did not prepare the disclosures. In that case the consumer was taken around to the finance company where the finance company itself prepared the disclosure, thinking at the time that this was a pure credit loan for the consumer to purchase a car from the seller. Also there was not any evidence mentioned in *Manning* of the close relationship between the "credit arranger" and the "credit extender" as there was in the *Meyer, Mirabal, Joseph* and *Hinkle* cases. There were only a mention in *Manning* that on occasion the dealer directed customers to Princeton (See *Manning* supra pg. A-72 Chrysler petition).

Then too, there was nothing in the *Manning* case that the commission that was paid was a finder fee as that term is defined in the act and regulation. All commissions are not finders fees (See FRB Staff Opinion Letter 895 found in CCH/CCG 31, 341). Per this opinion letter the Board holds that if the creditor absorbs the fee as a cost of doing business then it is not a finder fee. So since this fee was not disclosed, maybe the reason was that it was a commission absorbed by the finance company as a cost of doing business.

In the three cases that agree with *Meyers* the seller became the credit arranger not only because of the finders fee but also because he had knowledge of the credit terms and prepared the documents (See 12 CFR 226.2(h), pg. 8 Chrysler Credit's petition).

Chrysler Credit on page 10 of its petition states that the Meyers court failed to cite or discuss the pertinent portion of the regulation i.e., 12 CFR 226.6d. Meyers respectfully suggests that Chrysler Credit overlooked the fact that the *Meyers* court did not do this. The *Meyers* court stated:

> The appellants herein acted jointly in extending the credit and they were responsible for making the joint disclosure of the information required by the act and regulation Z (footnote 22; See Regulation 226.6d, 226.8 a and c, 12 CFR 226.6d, 226.8(a)and (c) (1976) (Chrysler Credit Petition pg. A-24).

Now when Chrysler Credit quoted 226.6d in its petition, it did not quote it entirely. (See Chrysler Credit petition pg. 9). The underlined parts of this regulation as stated below are the portions that were deleted and which figure very prominently in the factual distinction between the

Meyers, Joseph, Mirabal and *Hinkle* cases and the *Manning* case.

> d) *Multiple Creditors; joint disclosures. If there is more than* one creditor in a transaction, each creditor *shall be clearly identified and* shall be responsible for making only those disclosures required by this part which are within his knowledge and the purview of his relationship with the customer.*If two or more creditors make a joint disclosure each shall be clearly identified.* The disclosures required under paragraph (b) and (c) shall be made by the seller if he extends or arranges for the extension of credit. Otherwise disclosures shall be made or required under paragraph (b) and (d) of 226.8.

Now these deleted portions bring up two issues. First, there is no disclosure that Chrysler Credit is the "credit extender" on the disclosure statement and therefore Chrysler Credit was not clearly identified as the credit extender as is required. In the lower part of the disclosure and not in meaningful sequence as is required by 12 CFR 226.6(a) there is a statement that the paper was accepted by the seller and assigned to Chrysler Credit, but this would not satisfy the act and regulations to identify Chrysler Credit as the "credit extender" or original creditor. Due to this fact, Chrysler Credit has clearly violated the Act and Regulation.

Additionally, this statement of "Accepted by the seller" and "assigned to Chrysler Credit" refutes Chrysler Credit assertion of assignment three days later (See pg. 11 Chrysler

Credit Petition) since both words "accepted" and "assigned" are used in the past tense.

The second issue is that this part of the regulation refers to "joint disclosure" and in the *Meyers, Joseph, Mirabal,* and *Hinkle* supra cases, each seller gave this joint disclosure and each court held that since there has a joint disclosure there was joint liability. See *Meyers* supra at pg. A-24 Chrysler Credit's Petition; *Joseph* supra at 91-93; *Mirabal* supra at 881; *Hinkle* supra at 297. Now in the *Manning* case the facts were not the same since the seller did not give any disclosure as is specifically required by 226.6d where the seller either arranges the credit or is the credit extender.

Therefore, due to the extreme factual differences, between the two groups of cases, it is not unreasonable that the courts differed in placing joint liability in *Meyers, Hinkle, Mirabal* and *Joseph* cases.

3) THE REGULATIONS OF THE FEDERAL RESERVE BOARD ARE VERY CLEAR THAT IF ONE WANTS TO EXCLUDE FROM FINANCE CHARGES A CHARGE FOR LICENSE, TITLE AND REGISTRATION FEE THAT IT MUST BE DISCLOSED AND THAT ALL OTHER CHARGES MUST BE INDIVIDUALLY ITEMIZED.

The disclosure form that Chrysler Credit provided to its parents' dealer does not even have a place to put a charge for "license, certificate of title and registration fee imposed by law" yet the regulations says very clearly per 12 CFR 226.4 (b) (4) that:

(b) *ITEMIZED CHARGES EXCLUDABLE.* It itemized and disclosed to the customers, any charge of the following types need not be included in the finance charge. . . .

(4) License, certificate of title and registration fee imposed by law.

What could be clearer? Yet Chrysler Credit did not even provide a place for this disclosure. (See Chrysler Credit's disclosure form pg. A-63).

The application for license and certificate of title even states what these charges are. (See Meyer application, appendix VII). The pre-printed part of this form states "Title 3.50, Lic. trans. 2.00." The fees that were charged were 3.50 and 2.00, respectively. The Louisiana Law states per LSA-RS 32:728 as amended by act 1972 No. 771 Section 6: The Commission shall charge the following fees: Each certificate of title 3.50.

It is also to be noted that there was no disclosure of the 1.00 charge to record the chattel mortgage (See Meyer application, appendix VII). This would be a fee or charge that would come under 12 CFR 226.4b (1) and should have been disclosed.

Now surely Chrysler Credit knew or should have known what the requirements were under 12 CFR 226.(4) (b) (4) and the state law of Louisiana relative to these charges. Yet even with this knowledge, Chrysler Credit did not provide to its parents' dealer a form that could satisfy these needs.

Per the "documentary service fee" if these have to be handled a particular way per a state law, Regulation Z states that these state disclosures should be made below a clear demarcation line and identified as state disclosures that might be inconsistent with the Federal Requirements 12 CFR 226.6c(2) and *Mason v. General* (4 Cir 1976) 542 $F_2$1226. Otherwise it is clear that all charges are to be itemized per the requirements of 12 CFR 226.8c(4).

Due to these consideration, Meyers respectfully suggests that the Judgment of the Fifth Circuit is not in error.

(4) THE FIFTH CIRCUIT ERRORED IN NOT HOLDING THAT IT WAS A VIOLATION NOT TO DISCLOSE AN ELEMENT OF THE FINANCE CHARGE CALLED "FINDER FEE", PER 12 CFR 226.4a(3) WHICH SPECIFICALLY STATES THAT A "FINDER FEE" IS A TYPE OF FINANCE CHARGE.

In the first part of the lower courts' opinion it found that the $271.60 paid to Clearview by Chrysler Credit out of the total finance charge of $791.60 (approximately one third of the total finance charge and therefore a very substantial amount) was a "fee, compensation or other consideration" received by the credit arranger for his services to the credit extender (See Chrysler Credit Petition A-12). The Circuit Court also agreed that the "rebate was designed to induce Clearview to sell its notes to Chrysler Credit" (See Chrysler Credit Petition A-14).

But then the court using a doctrine of law stated to be "noscitor a sociis" found that the fee was not a "finder fee".

Meyers submits that the simple definition of "finders fee" is a fee paid to one to get him to bring to the buyer some business. Surely this is an *incident* to the credit extension and it did affect the cost of the credit.

In *Manning* supra at A-80 of Chrysler Credit's petition it held:

> Moreover, there had not been a disclosure of the commission arrangement between the seller and the lender. The commission aspect obviously affected the total cost of credit. See *Zeltzer v. Carte Blanche Corporation* 514 $F_2$1156, 1164 (3rd Cir. 1975). Accordingly, we deem the disclosure omission significant.

Now what really happened is that while this case was under submission and after argument the Federal Reserve Board published a proposed interpretation and this was sent to the Fidth Circuits panel by Chrysler Credit.

This interpretation is still proposed. But even if it had been passed, the act states that one must rely upon such an official interpretation to escape liability. See 15 U.S.C.A. 1640(f) and *Jones v. Community* (5th Cir 1977) 544 $F_2$1228. How could Chrysler Credit or Clearview be complying with this interpretation when it is but a proposed interpretation?

Meyers submits that this was error and that this error if corrected would support the final judgment of the Meyer Court.

5) THE COURT BELOW IS IN CONFLICT WITH THE SECOND CIRCUIT COURT'S DECISION IN *IVES V. GRANT* (2 CIR 1975) 522 $F_2$749 IN HOLDING THAT ONE DOES NOT HAVE TO ITEMIZE THE SINGLE COMPONENT OF THE FINANCE CHARGE PER 12 CFR 226.8(c) (8) (i).

Again we have the court making its decision on an interpretation of the Federal Reserve Board issued long after the fact, so how could Chrysler Credit or Clearview state that they were complying with this. See 15 USCA 1640(f) and *Jones v. Community* supra.

As one Federal Court Judge observed:

> It appears to the court that these opinions and clarification letters are instigated by credit industry inquiries and the interpretations emanating therefrom appear to be generally favorable to the industry. There presently appear to exist the opportunity for the credit industry sources dissatisfied with a particular court made truth in lending interpretation to overturn that interpretation by appealing to an individual Federal Reserve Board employee to issue an opinion letter changing that prevailing judicial interpretation of the act. This type of "lobbying" process is quite feasible for credit industry representative but is largely unfeasible for individual consumers which this court sees in the vast majority of truth in lending matters.
>
> *Willis v. Town Finance Corp.* 416 F.S. 10, 13 (N.D. Ga. 1976)

This is what happened with this case, the Federal Reserve Board was dissatisfied with the *Ives* supra case, so it put out its own interpretation. But is it not the Court that interprets statutes and regulations. This regulation simply states: (i) The total amount of the finance charge with a description of *each* amount included, using the term "finance charge" and Meyers respectfully suggests that this language is very clear. Meyers submits that this interpretation should not have had any bearing on this issue.

Due to these considerations, Meyers respectfully suggests that this was an error and that this error if corrected, would support the final judgment of the Meyers Court.

6) THE COURT BELOW IS IN CONFLICT WITH THE THIRD CIRCUIT COURT OF APPEALS DECISION IN *JOHNSON V. McCRACKIN-STURMAN FORD, INC.*, (3 Cir 1975) 527 $F_2$257 RELATIVE TO THE NEED TO DISCLOSE AN ADDED CHARGE FOR ACCELERATION.

Now in the *Meyers* case and in *Martin v. Commercial Securities Co., Inc.*, 539 $F_2$21 (5 Cir 1976) the lead decision on this issue in the Fifth Circuit, the Court decided not to follow the Federal Reserve Board Staff Opinion letter. (See Martin supra pg. 528 and n29). In *Johnson* supra, at 267 and n27 the court followed the Federal Reserve Board staff opinion letter in that if there was a rebate upon acceleration per the rebate provision there was no need for a disclosure yet if there was not such a rebate, the creditor would have to have made the disclosure since the consumer would be paying an added charge. *McDaniel v. Fulton* (5 Cir 1976) 543 F_2 568, 570.

In *Meyers*, the rebate upon acceleration by the lender would have been a pro-rata rebate. *Budget Plan v. Talbert* (La. Sup. Ct. 1973) 276 So_2 297, 304. The rebate provision in the Meyers disclosure called for a rebate under the rule of 78's (See Chrysler Credit petition pg. A-63, line# 14).

Due to these facts, if Meyers was in the Third Circuit, the disclosure of Clearview and Chrysler would have been in error. If the Fifth Circuit had followed the Third Circuit this could be enough to support its judgment.

7) THE COURT BELOW IS IN ERROR IN NOT RULING THAT A CONFESSION OF JUDGMENT CLAUSE IN THE MEYERS CHATTEL MORTGAGE WAS A SECURITY INTEREST (See 12 CFR 226. 202)

Now when the lower court got to this issue they decided to follow a staff opinion letter (See Chrysler Credit's Petition A-21). What the "sufficient detail" the staff opinion letter is speaking of is not known but there is an extremely thorough analysis of Confession of Judgment per Louisiana Law in *Ross v. Brown Title* (3 Judge Court ED La 1973) 356 F.S. 595. In that case the court stated:

> . . .In this the matter at bar [Louisiana's Confession of Judgment] is more closely akin to the common law cognovit procedure at issue in *Swarb v. Lennox* 405 U.S. 191, 92 S.Ct. 767, 31 L Ed_2 138 (1972) and *D. H. Overmeyer v. Frick* 405 U.S. 174, 92 S. Ct. 775 31 L.$Ed._2$124 (1972). . . .

It is interesting to note that three Louisiana lawyers sitting as Federal Judges thought that the Louisiana Con-

fession of Judgment was "closely akin to the Common Law Cognovit procedure yet the Federal Reserve Board Staff opinion writer believed that there was a distinction between the Louisiana clause and "its customary characterization and usage in common law states." (See FRB letter Chrysler Credit's Petition A-21).

But let us look at a part of 12 CFR 226.202 which states:

* * * *

> In some of the states, confession of judgment clauses or cognovit provision are lawful and make it possible for the holder of an obligation containing such clause or provision to record a lien on property of the obligor simply by recordation entry of judgment; the obligor is afforded no opportunity to enter a defense against such action prior to entry of the judgment.
>
> Since confession of judgment clauses and cognovit provisions in such states have the affect of depriving the obligor of the right to be notified of a pending action and enter a defense in a judicial proceeding *before* judgment may be entered or recorded against him, such clauses and provisions in these states are security interest under 226.2(Z) and for the purpose of 226.7(a)(7), 226.8(b)(5) and 226.9. This is the case even if the judgment cannot be entered until after a default by the obliger.

* * * *

From reading *Brown* supra one should see that Louisiana Confession of Judgment clause is such a "clause or pro-

vision". *Brown* supra was a case relative to an immovable property. In such a case one only gets constructive seizure, (See *Brown* supra at 601). When the property is a movable like an automobile, there is actual seizure and very seldom is there any three day prior notices since this is waived in the contract of adhesion as you have in this case (See Chrysler Credit's Petition A-630 line eleven: "and expressly waives the issuance of the notice and demand for payment provided by article 2639 and the delays proscribed by article 2331 of the Louisiana Code of Civil Procedure). So the first time the consumer knows about any proceedings is when the sheriff comes and takes the automobile. This is even more severe then just having a judgment recorded against the property.

Due to these considerations and facts, Meyers respectfully suggests that the lower court was in error and if this was corrected it would be enough to support the judgment of the lower court.

8) THIS COURT SHOULD NOT GIVE PROSPECTIVE AFFECT TO ITS DECISION SINCE THERE IS NO CASE OR CONTROVERSY BETWEEN MEYER AND CHRYSLER CREDIT RELATIVE TO THIS ISSUE AND THERE HAS BEEN NO CHANGE IN THIS COURTS' INTERPRETATION OF THE LAW.

Meyers respectfully suggests that per this issue there is no Case or Controversy between her and Chrysler Credit as those terms are understood in the Constitution since Meyer does not have "a personal stake in the outcome of the controversy as to assure that concrete adverseness which sharpens the presentation of issues upon the court so largely depends for illumination of difficult...." questions or

issues. *Baker v. Carr* 309 U.S. 186, 204; 82 S. Ct. 691, 703; *Sierra Club v. Morton* 405 U.S. 727, 92 S. Ct. 1361, (1972).

The issues before this Court if this writ is accepted were not previously before this Court whereby this Court is changing or altering a prior decision that possibly some relied upon as is the situation per the cases cited by Chrysler Credit.

Due to these consideration, this court should not provide any immunity not specifically provided by Congress.

VII. CONCLUSION

Meyers respectfully suggests that there is no conflict between the *Manning* case and the *Meyers* case on the issue that Clearview is the "credit arranger" and Chrysler Credit is the "credit extender". These cases are in harmony. If there is any conflict it is due to the particular facts in the *Meyer* case, *Joseph* case, *Mirabal* case and *Hinkle* case.

Additionally the lower court was correct in finding joint liability since there was a joint disclosure on forms provided by Chrysler Credit. Any one of the violations referred to above will support the judgment of the lower court even the clear violation of not disclosing the charge for "License, certificate of title and registration fee".

Meyers through an excess of caution filed this writ of certiorari to protect the record and so that all issues would be before this court should this court accept the writ of Chrysler Credit and not just those issues Chrysler Credit

chose.

This writ would not have otherwise been applied for since Cheryl A. Meyer is a young secretary and although not a pauper she cannot afford the cost of a writ, to the United States Supreme Court since the cost of same might well exceed the $1,000.00 she would win if she is successful. Truly David has met Goliath.

Not to be presumptuous, Meyers respectfully requests that should the writ of Chrysler Credit be denied that this Court should award Meyers all costs including the cost of printing her conditional cross Writ and a reasonable legal fee as provided for in 15 U.S.C.A. 1640(a)(3) to be determined by the lower court.

Considering the foregoing Meyers respectfully suggests that the writ of Chrysler Credit should be denied.

Respectfully submitted,

PATRICK D. BREEDEN
Attorney at Law
RUSSELL AND DERUSSY
1120 Hibernia Bank Building
New Orleans, Louisiana 70112
TELEPHONE: 504/524-5416

CERTIFICATE

The undersigned counsel for petitioner Cheryl A. Meyer has caused service to be made upon all counsel of record either by hand delivery or placing in the U.S. mails, first class, postage prepaid, two copies of the petition this day of April, 1977.

PATRICK D. BREEDEN
Attorney at Law
RUSSELL AND DERUSSY
1120 Hibernia Bank Building
New Orleans, Louisiana 70112
TELEPHONE: 504/524-5416

(2)

CALL-IN STATEMENT

CHRYSLER

BRANCH NAME & NO: N.O. | DEALER: C-View | SALESMAN: John | DATE: 6-22-72

BUYER'S NAME: Cherrill Meyers | 26 | Wayne | 22

ADDRESS CITY: 316 33rd St N.O | 12 | HOME PHONE: 482-3920

PREV. ADD.: 6101 Memphis | 483 6770

Cassio 4866782 140

Lake Realty 944-6721

Marriott Hotel $400 Sls.

Boeing Co. ueditory

Ruth Collins Pelicia St Quant

a hitory Ghat.

MB

NA

Title on showing ... old low pl ...

II

OPERATOR'S LIC. NO: 3/95879

Dodge Sedan

EQUIPMENT: TRANSMISSION

TRADE-IN

INSURANCE INCLUDED IN CONTRACT

CREDIT LIFE

PHYSICAL DAMAGE

- AUTO TRANS
- STD.
- POWER STEER
- POWER BRAKES
- AIR COND

CASH PRICE: 3538.00

CASH D.P. $

TOTAL D.P. $: 400.00

UNPAID BALANCE $: 3134

CONDITIONS OF APPROVAL

BOOKING GUIDE (A): 4 | 39 | 093 | 40 | 14 | 232 | 1 | 6 | 3

A-1

CREDIT APPLICATION

Demo

Clearview Dodge Sales, Inc. RETAIL BUYERS ORDER STOCK No. 1598 DATE 6/23/72

4040 VETERANS BLVD. · METAIRIE, LA.

PURCHASER [illegible] PH HOME 482 3928 PH WORK

ADDRESS 316 33rd [illegible] SALESMAN Bush

ENTER MY ORDER FOR 1972 MAKE Dodge TYPE [illegible] COL.

MOTOR NO. IGN. KEY DECK KEY

FACTORY INSTALLED ACCESSORIES:			
225 CID		BASE PRICE PER LABEL	
V-Top		FACTORY INSTALLED ACCESSORIES	
Automatic		TRANSPORTATION CHARGES	
[illegible]		DEALER INSTALLED ACCESSORIES	
[illegible]		[illegible]	
W-[illegible]		[illegible]	
T-Glass		[illegible]	
W-Covers	Demo	with 8,640 miles	
		TOTAL DEALER INSTALLED ACCESSORIES	
		TOTAL ACCESSORIES REMOVED	
TOTAL FACTORY INSTALLED ACCESSORIES			3295
ACCESSORIES REMOVED BY DEALER		DOCUMENTARY SERVICE FEE	25.00
		TOTAL PRICE	3320
TOTAL ACCESSORIES REMOVED		SALES TAX	199.20
CURRENT OFFICIAL RED BOOK VALUE $		TAG, TITLE & FEES	15.00
		TOTAL CASH DELIVERED PRICE	3534.57

PROSPECT FOR MY USED CAR

ALLOWANCE $ BAL. OWED TO

BAL. OWED $

EQUITY $ None

DEPOSIT 100.00

NET EQUITY

DESCRIPTION OF TRADE-IN

MAKE DOOR TYPE YEAR 19

ENG. NO. STOCK NO. TITLE NO.

SER. NO. TAG NO.

EQUIPMENT CASH ON DELIVERY 300.20

TOTAL DOWN PAYMENT 400.20

BALANCE PAYABLE IN 36 MONTHLY INSTALLMENTS BALANCE TO FINANCE 3134.37

AT $ 113 EACH BEGINNING 45 Days

+ [illegible] [illegible] TOTAL

Chey Cr. OK 6/28/72

For and in consideration of the sum of $ ... have credited to my account ... hereby bargain, sell and deliver unto CLEARVIEW ... automobile, Model ... I accept the ... automobile to be in me, and the ... free from all encumbrances ... I have a right to sell ... the above automobile ... warrant ... of all persons ...

It is agreed ... accessories ... in the event of increase in price ... I agree to pay ... crease in price.

No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sale contract in writing executed by the undersigned purchaser thereunder.

This order is not valid unless signed and accepted by Dealer and approved by a Finance Company as to acceptable terms.

BUYER'S SIGNATURE Cheryl L. Meyers

ADDRESS PHONE

ACCEPTED— CLEARVIEW DODGE SALES, INC. —By

SOC. SEC. No.

DR. LIC. No.

OK'D FOR DEL. BY

Form 119 3054 THIS IS NOT AN ORDER UNTIL ACCEPTED BY AN OFFICIAL OF THE COMPANY

34-9

II

4848 Veterans Boulevard • Phone 888-7136
METAIRIE, LOUISIANA 70002

Dodge | Superbee

INVOICE No. 4711
DATE 6/26/72
SALESMAN Bush
STOCK # 1308
CONTROL # 1300

SOLD TO Cheryl Meyers
ADDRESS 316 33rd St.
N. O. La.

	YEAR	MAKE	MODEL & BODY	KEY	V.I. OR SERIAL NUMBER	IGNITION KEY NO.	TRUNK KEY NO.
VEHICLE SOLD	1972	Dodge	Swinger	N	LH23G2R138710		
TRADE-IN							

INSURANCE COVERAGE INCLUDED
FIRE & THEFT ☐ PUBLIC LIABILITY - AMT ☐
COLLISION - AMT. DEDUCTIBLE ☐ PROPERTY DAMAGE - AMT. ☐

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
	H2085	
	H2083-9385	

A true Copy of Original Bill of Sale by Clearview Dodge Sales, Inc.
Sworn and subscribed before me
this 26 day of June 19 72.

PRICE OF VEHICLE	$	3320.00
OPTIONAL EQUIPMENT	$	n.a.
TOTAL		
SALES TAX		199.20
LICENSE & TITLE		15.00
TOTAL		3534.20
COST OF INSURANCE		
COST OF FINANCING		
TOTAL		
SETTLEMENT		
DEPOSIT		100.00
CASH ON DELIVERY		300.00
TRADE-IN	n.a.	.20
LESS LIEN	n.a.	
NET TRADE-IN	n.a.	n.a.
PAYOFF TO: 36 PAYMENTS OF $	113.56	3134.00
PAYMENTS OF $		
TOTAL		3534.20

Complete

INVOICE No. 4711 STOCK NO. [illegible] 1

CAR DEAL NO. 1300

SOURCE NEW CAR 100 / USED 300	COST	SALE
N. CAR - COLT	[illegible]	[illegible]
DART	[illegible]	[illegible]
CHALLENGER	[illegible]	[illegible]
CORONET/CHARGER	[illegible]	[illegible]
POLARA/MONACO	[illegible]	[illegible]
TRUCKS	[illegible]	[illegible]
INVENTORY	[illegible]	[illegible]
FACTORY CLAIMS	[illegible]	[illegible]
USED CAR - RETAIL	[illegible]	[illegible]
RECONDITIONING USED CAR	[illegible]	[illegible]
USED CAR - WHOLESALE	[illegible]	[illegible]
USED TRUCKS - RETAIL	[illegible]	[illegible]
USED TRUCKS - RECONDITIONING	[illegible]	[illegible]
USED TRUCKS - WHOLESALE	[illegible]	[illegible]

	ACCT. NO.	AMOUNT
CONTRACTS IN TRANSIT	1106	[illegible]
VEHICLE ACCOUNTS RECEIVABLE	111	[illegible]
DUE FROM FIN. INSTIT. - CURRENT	11	[illegible]
LIEN PAYOFF	201	[illegible]
INSURANCE PREMIUM LA & H	201	[illegible]
INSURANCE PREMIUM COMP. & COLL.	201	[illegible]
SALES TAX, LICENSE & TITLE	219	[illegible]
DEALER INSTALLED ACCESSORIES	219	[illegible]
DISCOUNT ON OVERALLOWANCE	4	[illegible]
OPOL. VEH. INC. (NEW VEH. LINE)	4	[illegible]
GROSS 319.97		[illegible]
COMMISSION 71.91		[illegible]
F&I RESERVE 277.61		[illegible]
FINANCE & INS. INCOME - NEW	427	277.61
FINANCE & INS. INCOME - USED	447	[illegible]
DOCUMENTARY FEE	609	[illegible]
VALUE OF TRADE-IN	128	[illegible]

D

34-P

III

CORPORATE FORM SIGNATORY AUTHORIZATION

April 13, , 1971

To: CHRYSLER CREDIT CORPORATION

The Undersigned, to induce you to finance our purchases, from time to time, of new motor vehicles, and to facilitate such financing and such purchases, does hereby appoint any of your officers or employees, designated by you, our attorneys-in-fact, in our name, to execute and deliver to you in our behalf any document or evidence of indebtedness or title retaining or security instrument, or both, necessary to evidence and secure any indebtedness arising out of any such financing; which documents or instruments shall 1) be on such forms as are now or from time to time hereafter in use and required by you on such financing, 2) be due on demand or a fixed or determinable future date, and 3) provide for payment of such lawful interest as you may require on any transaction, from time to time; and to execute and deliver affidavits of good faith or consideration or otherwise as may be required to give effect to such instruments or documents or which may be necessary for the filing or recording thereof; granting unto said attorneys and any one or more of them full authority to perform every act necessary to be done in the premises as fully as the Undersigned might do if personally present, hereby ratifying all that our said attorneys or any one or more of them shall do by virtue hereof.

No provision hereof shall be of any effect in any state in which the inclusion of such provision would affect the validity or enforcement hereof or of any document or instrument executed and delivered pursuant hereto; and the remaining provisions hereof shall not be affected by the inclusion of such provision herein, but shall remain, nevertheless, in full effect.

It is understood and agreed that you shall advise us of each document executed and delivered to you pursuant hereto by sending us a copy thereof, provided, however, that our failure to receive such copy shall not affect the validity of any acts done by our said attorneys or any one or more of them pursuant hereto, nor of any such document or instrument so executed and delivered to you.

This Authorization shall remain in effect until revoked by written notice to you, which revocation shall become effective upon receipt by you of such notice as to all transactions thereafter but shall not affect any transactions entered into prior thereto, nor any of our then existing obligations to you, all of your rights with respect to which shall be deemed to continue in effect the same as if there had been no revocation hereof.

Clearview Dodge Sales, Inc.
(Print or Type Name of Dealership)

(SEAL)

ATTEST:

BY: (SEAL)
(President or Vice-President)

A.J. Keller
(Secretary or Asst. Secretary)

Address: 4848 Veterans Mem. Hwy.

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E

VEHICLE FINANCING AND REPURCHASE PLAN

To: Chrysler Credit Corporation
Detroit, Michigan

Date April 9, 1971

This agreement sets forth the understanding we have with you regarding retail installment contracts for the sale of motor vehicles on a time price basis that you may hereafter purchase from us. As to such contracts, we hereby agree as follows:

1. The basis for computing the purchase price of each contract sold to you hereunder shall be determined from time to time by mutual agreement, and such price shall, unless otherwise provided, be payable in accordance with the following procedure:

   (a) Upon your acceptance of the contract, you will pay to us an amount equal to the "unpaid cash balance" of the contract (i.e., the amount that would represent the cash price of the vehicle had it been sold for cash) less the down payment allowance. Should we make any special arrangement for an initial payment of less than the unpaid cash balance, the difference (the "holdback") will be paid to us when the contract is fully paid, unless otherwise provided.

   (b) You shall set up to our credit in a reserve account any difference between the unpaid cash balance and your purchase price of the contract. On a Quarterly basis you will pay to us the amount by which the balance in our reserve account (less any amount which we may at the time owe to you and which is unpaid) exceeds 3.0 % of the then aggregate unpaid balances of all contracts purchased from us (or $ 100,000, whichever amount is greater.)

   (c) Should you stop buying contracts from us, you may hold and apply all reserves as provided by this agreement until the contracts that you have purchased from us are liquidated. If any part of the difference between the cash price and the total time sale price is refunded to the retail buyer, we will pay to you in cash the same percentage of the reserve which you have credited to us as the refund bears to the amount on which it was computed. If a loss is sustained by you on any contract purchased from us, we agree to pay to you in cash the reserve related to that contract to the extent of your loss.

2. We will purchase from you each repossessed or recovered vehicle delivered (or tendered) to us at our place of business within 90 days of the earliest installment wholly in default, except that if such delivery within such period is impossible due to bankruptcy, litigation or other matters beyond your control, the vehicle will be purchased if delivered to us within 15 days after it is repossessed by you. The purchase price, payable upon such delivery, shall be the unpaid balance of the defaulted contract less your customary prepayment rebates.

3. The storing with or delivery of the vehicle to the undersigned prior to the payment by the undersigned of the full purchase price thereof shall not create in the undersigned any interest therein as a purchaser and you shall remain at all times prior to the payment by the undersigned of the full purchase price the sole owner of the vehicle and shall be entitled to possession thereof. Prior to such payment any custody of the vehicle by the undersigned shall be solely a bailment which may be terminated at any time upon demand by you.

Paragraph 4 applies to uninsured collision losses only.

4. If the repossessed vehicle has been damaged through collision, the purchase price shall be reduced by the lower of the following:

   (a) The cost of repairs;

   (b) The net balance (i.e., the amount then remaining unpaid under the contract, less any amount held back by you to be paid to us when the contract would have been fully paid) less the value before repairs; or

   (c) The amount, if any, by which the retail value after repairs falls short of the net balance, plus the cost of repairs.

R-

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F-1

for pu... ...se is sent by you to the undersigned at ... ...

6. The undersigned acknowledges that this agreement is supplemental to the provisions contained in the assignment and endorsement of each retail installment contract assigned to you, and in the event of any breach of warranty contained therein the undersigned, in addition to any other liability arising because of such breach, shall be liable to you on that particular transaction to the same extent and in the same manner as if the undersigned has originally endorsed the transaction to you on a "full recourse" basis and you are hereby authorized to make the appropriate corrections on the endorsement of the undersigned.

7. On ___90___ days' written notice to you, and provided that we have fully performed all our obligations to you and our reserves held by you at the effective date of such notice equal at least ___3.0___% of the aggregate unpaid balances of retail paper assigned to you on a "full repurchase" basis and then outstanding, or such reserves are brought to such minimum reserve figure by cash payment from us, we will be relieved of further repurchase responsibility except as to transactions where, on the effective date of such notice, any part of the collateral has been repossessed or the purchaser is in default more than 30 days in the payment of a matured installment. You may thereafter hold such minimum reserves until the contracts you have purchased from us are liquidated, applying losses you may incur in connection with such contracts to such minimum reserves so held and refunding to us the balance, if any, in such minimum reserve account upon final liquidation of the contracts to which such reserves apply. Notwithstanding any such notice, it is understood that if any part of the difference between the cash price and the total time sale price on any contract theretofore purchased by you is refunded to the retail buyer, we will pay to you in cash the same percentage of the reserves which you have credited to us as the refund bears to the amount on which it was computed. Further, if a loss is sustained by you on any contract purchased from us, we agree to pay you in cash the reserve we have received related to that contract.

8. This agreement may be cancelled at any time as to future transactions by either party giving written notice to the other.

Very truly yours,

CLEARVIEW DODGE SALES, INC.
~~4848 Veterans Memorial Blvd.~~
(Dealer's Name)
Metairie, Louisiana 70002
~~880-7150~~
(Dealer's Address)

By [signature]

President
(Title)

Accepted:
CHRYSLER CREDIT CORPORATION

By [signature]
(Name)

Branch Manager
(Title)

Date 3/19/71

84-291-0301

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34-13

BEST COPY AVAILABLE

P-

RESERVE AGREEMENT

Date 9/21/71

TO: CHRYSLER CREDIT CORPORATION New Orleans, Louisiana 0230 BRANCH

Effective immediately, it is agreed you will set up for our account, the following reserves in connection with Retail Installment Contracts purchased by you, on your then current standard customer rates.

NEW CARS	Net Retention	Customer Rate
CURRENT	5.50%	8.00%
	5.50%	8.00%
Preferred	5.00%	6.00%
USED CARS—CURRENT MODEL		
1 Yr. Old	6.10%	11.00%
2 Yr. Old	6.60%	11.00%
USED CARS—OLDER MODELS		
3 Yr. Old	7.60%	15.00%
4 Yr. Old	8.25%	15.00%
5 Yr. Old	9.60%	15.00%

COMMERCIAL CARS	INSURANCE ARRANGEMENTS	MINIMUM CHARGE
	10% of Prem. Class 1,6B,7A,7B 8A,9B	
	15% of Prem. Class 2,5A,8C,9	$25.00

☐ AUTO PLAN
☐ SALESMEN ☒ HOUSE

ADDITIONAL REMARKS

Age of Car	Net Retention	Customer Rate
6 Yr. Old	10.60%	15.00%
7 Yr. & Older	12.35%	15.00%

It is understood that such reserves are not fully earned until the applicable Contract is paid in full. This agreement and any sum payable hereunder may not be assigned without prior consent of Chrysler Credit Corporation. You may charge to our account the prorated portion of the reserve on any contract prepaid by the buyer. You may charge our account for the full reserve on any contract on which you sustain a loss resulting from default by the buyer.

Any reserve whether earned or unearned, may be applied by you at any time to any indebtedness existing between us. Supplemental Reserve Agreement dated 9/21/71 is attached and made a part hereof.

WITNESS

Clearview Dodge Sales, Inc.
CORPORATION, INDIVIDUAL OR FIRM NAME

BY
OFFICER, OWNER, OR PARTNER

TITLE President

DEALER NAME Clearview Dodge Sales, Inc. NO. 59228

FRANCHISE Dodge

ACCEPTED BY:
CHRYSLER CREDIT CORPORATION

BRANCH DATE

NAME
OFFICE DATE

DISTRIBUTION: 1. BRANCH 2. DEALER 3. HOME OFFICE

DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION, BATON ROUGE, LA. 70821

APPLICATION FOR CERTIFICATE OF TITLE AND PASSENGER CAR REGISTRATION

LH23G2R138710

Cheryl Mayers

316 33rd. St.

New Orleans, Orleans, La.

1

Make	Model	Body Style	Year
Dodge	Swinger 2 Dr.		1972

Owner's License: 3195878 433 68 7901

VEHICLE IS SUBJECT TO SECURITY AS FOLLOWS:

Chrysler Credit Corp. Date 6/26/72

3525 N. Causeway Metairie, La. Amount 4088.16

The Above Acquired ☐ New ☐ Used Date 6/26/72

OWNER'S SIGNATURE

PREVIOUS TITLE

I (We) acquired the above car from Clearview Dodge Sales

Whose address is N [illegible]

This vehicle is used for Personal ☐ Taxi ☐ Commercial ☐

Present License No. on vehicle 3A [illegible]

WITNESSES:

REGISTRATION CERTIFICATE

Notary Public

		Louisiana	Parish or Municipality		
Cost of Vehicle			3320.00		
Less: Trade	Discount		.00	Total Deductions	
Lic. No. of Trade		Taxable Bal.	3320.00		
COMPUTATION OF TAX				Title	3.50
Louisiana Sales or Use Tax 3%		99.60	XXXXXXXXXXXX	Title Trans.	
Parish or Municipality Sales Tax		XXXXXXXXXXXX	99.60	Lic.	6.00
Less: Credit for Tax Paid			XXXXXXXXXXXX	Lic. Trans.	2.00
Less: Paid to City of		XXXXXXXXXXXX		Penalty	
Gross Use or Sales Tax Due		99.60	99.60	R/N	1.00
Less Vendor's Compensation		1.99	1.00	Total 6.50	10.50
Net Use or Sales Tax Due		97.61	98.60	TOTAL SALES TAX	GRAND TOTAL OF SALES TAX AND FEES
Penalty					
		97.61	98.60	196.21	

R 2060P (R 11/70)

202.71

Examiner Deputy Date Issued

(K)

DO NOT DESTROY—SEE REVERSE SIDE

CHRYSLER CREDIT CORPORATION

ACCOUNT HISTORY

MEYER, CHERYL
P O BOX 24185
NEW ORLEANS LA 70124

BRANCH NO	DRL NO	DLR STATE	DUE DAY	ACCOUNT NO
41230	59728	17	10	1131614

CONTRACT DATE	PURCHASE DATE	MATURITY DATE	TERM	END	MAKE
06-26-72	06-29-72	07-10-75	36	3	DODGE

YR	SERIAL NO	TIMES DELINQUENT 30	60	90 & OVR	ESP	EXT	LATE CHARGES DUE	PAID
72	LH22G2R136710	00	00	00	1	0	25.56	4.44

CASH PRICE	FILE FEE .00	% PHYSICAL DAMAGE .00	EXT OF [illegible] .00	PRIN BAL	3297.00
TRADE IN	INTANG TAX .00	INS CREDIT LIFE	RATE SUM .00	GPC	791.10
CASH DOWN	DOC STAMP .00	A&H	REG 203.70	NPC	519.50
UNPAID	CREDIT LIFE .00	C .00	INS .00	TOTAL NOTE	4088.10
ADVANCE 3134.00	PHYSICAL DAMAGE 163.00	P .00	REP 67.90	A&H	

ACCOUNT TRANSACTIONS

DATE	* CODE	AMOUNT	DATE	* CODE	AMOUNT	DATE	* CODE	AMOUNT	DATE	* CODE	AMOUNT
09152	B1	24100	11162	B1	11800	12202	LC	5000	12182	B1	11356
12182	B2	444	01093	B1	21800	02263	LC	5000	02263	A1	11356
03203	LC	5000	03223	A1	11356	04163	A1	11356	99999	PE1	204000
99999	PE1	14150	03213	LC	5000	05253	A1	11356	05203	LC	5000
07023	A1	11356	07163	A1	11356	08203	LC	5000	09043	A1	11356
09173	A1	11356	10153	A1	11356						
O/S	BAL	259771									

H

*CODES ALPHA A - CASH RECEIPT DATA CENTER SOURCE; B - CASH RECEIPT OTHER SOURCE; C - CASH ADJUSTMENT; D - CREDIT; E - DEBIT; F - LOSS; G - PREPAID; H - RETURNED CHECK DATA CENTER SOURCE; I - RETURNED CHECK OTHER SOURCE; NUMERIC 1 - PRINCIPLE PAYMENT; 2 - A/P CHARGES; 3 - EXTENSION; 4 - OTHER

34-15


see
7 6
1 2 5 7